

May 24, 2011

CLERK, U.S. BANKRUPTCY COURT
EASTERN DISTRICT OF CALIFORNIA

0003506778

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Attorneys for CITIBANK, N.A., AS TRUSTEE FOR THE CERTIFICATEHOLDERS OF
 STRUCTURED ASSET MORTGAGE INVESTMENTS II TRUST 2007-AR3
 MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2007-AR3

UNITED STATES BANKRUPTCY COURT
 EASTERN DISTRICT OF CALIFORNIA

In re

WILLIAM ANTHONY CURRY,
 Debtor(s).

Case No. 10-61974-A

Chapter 13

D.C. No. PD-1

ORDER DENYING MOTION FOR
 RELIEF FROM AUTOMATIC STAY

CITIBANK, N.A., AS TRUSTEE FOR
 THE CERTIFICATEHOLDERS OF
 STRUCTURED ASSET MORTGAGE
 INVESTMENTS II TRUST 2007-AR3
 MORTGAGE PASS-THROUGH
 CERTIFICATES, SERIES 2007-AR3,

Movant,

vs.

WILLIAM ANTHONY CURRY,
 Debtor(s); and MICHAEL H. MEYER,
 Chapter 13 Trustee,

Respondents.

LBR 4001-1 and 9014-1(f)(2)

DATE: May 19, 2011

TIME: 9:00 a.m.

CTRM: 11

2500 Tulare Street
 Fresno, CA 93721-1318

The above-captioned matter came on for hearing on May 19, 2011 in the Courtroom of
 the Honorable Whitney Rimel, upon the Motion of Citibank, N.A., as Trustee for the

RECEIVED

May 20, 2011

CLERK, U.S. BANKRUPTCY COURT
 EASTERN DISTRICT OF CALIFORNIA
 0003506778

1 Certificateholders of Structured Asset Mortgage Investments II Trust 2007-AR3 Mortgage Pass-
2 Through Certificates, Series 2007-AR3 ("Movant"), for relief from the automatic stay of 11
3 U.S.C. § 362 and 1301, to enforce its interest in the property of William Anthony Curry
4 ("Debtor") and Armando Barca and Reyna Rogers (collectively the "Borrowers") commonly
5 known as 6421 Seavey Court, Highland, California 92346 (the "Real Property"), which is legally
6 described as follows:

7 SEE LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT A
8 AND MADE A PART HEREOF .

9 Appearances as noted on the record.

10 Based on the arguments of counsel, and good cause appearing therefor,

11 IT IS HEREBY ORDERED:

12 1) The Movant's motion is hereby denied as moot, given that Debtor has no interest
13 in the Real Property.
14

Dated:

May 24, 2011


United States Bankruptcy Judge

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EXHIBIT 1
TO
GRANT DEED TO PURCHASERS
(Lots 1-28, 55-75 and 84-89 of Tract No. 16014-2)

LEGAL DESCRIPTION

PARCEL NO. 1

Lot 56 (the "*Lot*") of Tract No. 16014-2, as shown on the Subdivision Map ("*Map*") filed on APRIL 13, 2006 in Book 318, Pages 33 to 38 inclusive, of Maps in the Office of the San Bernardino County Recorder, AS AMENDED BY CERTIFICATE OF COMPLIANCE RECORDED SEPTEMBER 6, 2006 AS INSTRUMENT NO. 2006-609650 OFFICIAL RECORDS.

RESERVING THEREFROM, for the benefit of Grantor, its successors in interest and assignees:

A. All oil rights, mineral rights, natural gas rights and rights to all other hydrocarbons by whatsoever name known, to all geothermal heat and to all products derived from any of the foregoing (collectively, "*Subsurface Resources*"); and

B. The perpetual right to drill, mine, explore and operate for and to produce, store and remove any of the Subsurface Resources on or from the Lot, including the right to whipstock or directionally drill and mine from lands other than the Lot, wells, tunnels and shafts into, through or across the subsurface of the Lot, and to bottom such whipstocked or directionally drilled wells, tunnels and shafts within or beyond the exterior limits of the Lot, and to redrill, retunnel, equip, maintain, repair, deepen and operate any such wells or mines, but without the right to drill, mine, explore, operate, produce, store or remove any of the Subsurface Resources through or in the surface or the upper five hundred (500) feet of the subsurface of the Lot.

ALSO RESERVING THEREFROM, for the benefit of Grantor, its successors in interest and assignees, nonexclusive easements for access, ingress, egress, encroachment, maintenance, drainage, support, and for other purposes, all as described in the Declaration of Covenants, Conditions and Restrictions for East Highlands Ranch Master Home Owners Association, recorded on August 8, 1985, as Instrument No. 85-191615, as amended by the Amendment to the Declaration of Covenants, Conditions and Restrictions for East Highlands Ranch Master Home Owners Association recorded on April 22, 1986, as Instrument No. 86-104127, and supplemented by a First Supplement recorded on June 6, 1996, as Instrument No. 19960201195, a Second Supplement recorded on June 6, 1996, as Instrument No. 19960201196, a Third Supplement recorded on April 16, 1997, as Instrument No. 19970132469, and a Fourth Supplement recorded on August 18, 1998, as Instrument No. 19980332831 (together with any further amendments or supplements thereto, the "*Declaration*"), the Supplemental Declaration of Covenants, Conditions and Restrictions for East Highlands Ranch Master Home Owners Association and Notice of Annexation recorded on November 19, 2001, as Instrument No. 20010525976, of the Official Records of said County recorded with the approval of the membership pursuant to the provisions of the Section entitled "Annexation With Approval of Class "A" Membership" of the Article entitled "Annexation of

Additional Property" of the Declaration (together with any amendment thereto, the "*Annexation Agreement*"), and the Supplemental Declaration of Covenants, Conditions and Restrictions for East Highlands Ranch Citrus Estates Phase 3 recorded on SEPTEMBER 8, 2005 as Instrument No. 2005-661610 (together with any amendments thereto, the "*Supplemental Declaration*"), all of Official Records of San Bernardino County, California (the "*Official Records*")

ALSO RESERVING THEREFROM, for the benefit of Grantor, its successors in interest and assignees, the right to enter the Lot (i) to complete and repair any improvements or landscaping located thereon as determined necessary by Grantor, in its sole discretion, (ii) to comply with requirements for the recordation of the Map or the grading or construction of the Citrus Estates Property, as defined in the Supplemental Declaration, or (iii) to comply with requirements of applicable governmental agencies. Grantor shall provide reasonable notice to Grantee before such entry. If Grantee refuses to cooperate with Grantor's exercise of this right, Grantor may enforce this right of entry in a court of law. Grantee shall be responsible for all damages arising out of such refusal to cooperate, including attorneys' fees and court costs. The term of this reservation of right of entry shall automatically expire twelve (12) years after the date this Grant Deed is recorded.

PARCEL NO. 2

Nonexclusive easements for access, drainage, encroachment, maintenance, repair and for other purposes, all as may be shown on the Map, and as described in the Declaration, Annexation Agreement and Supplemental Declaration.

SUBJECT TO:

1. Nondelinquent general and special real property taxes and public and private assessments;
2. All other covenants, conditions, restrictions, easements, reservations, rights and rights-of-way of record, including without limitation, the Declaration, the Annexation Agreement, Supplemental Declaration, the Declaration of Covenants, Conditions and Restrictions Regarding Dispute Resolution recorded on SEPTEMBER 7, 2005, as Instrument No. 2005-663716, in the Official Records (together with any amendment thereto, the "*Dispute Resolution Declaration*") and the Map; and
3. All (i) matters discoverable or ascertainable by inspection or survey of the Lot, (ii) zoning ordinances and regulations and any other laws, ordinances or governmental regulations restricting or regulating the use, occupancy or enjoyment of the Lot, and (iii) any other matters created, permitted or approved by Grantee